



March 29, 2022

Board of Public Works and Safety
City of Lafayette
20 N. 6th St.
Lafayette, IN 47901

Dear Board Members:

You have before you a contract for engineering testing and inspection services with Alt & Witzig Engineering, Inc. for the CAT Park All-Inclusive Sports Field project. The major components of this contract include the following:

- Proofroll inspection on the field subgrade prior to placement of any fill.
- Compaction testing on the fill.
- Footing soils testing for dugouts and announcer booth.
- Concrete testing on the structure foots, slabs, and curbs around field.

The cost estimate of this contract is \$3,893.00 with work to begin on March 30, 2022 and anticipated completion on June 19, 2022.

This contract proposal has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely

A handwritten signature in blue ink, appearing to read 'Jon Miner', is written over the 'Sincerely' line.

Jon Miner
Director of Operations
Lafayette Parks & Recreation



Alt & Witzig Engineering, Inc.

3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

March 18, 2022

Lafayette Parks & Recreation
1915 Scott Street
Lafayette, Indiana 47904
Attention: Mr. Jon Miner

Re: CAT Park All-Inclusive Sports Field
3630 McCarty Lane
Lafayette, Indiana
Proposal No. 22I092

Dear Jon,

Pursuant to your request, Alt & Witzig Engineering, Inc., would like to furnish you with the applicable unit rates for the materials testing and inspection services required for the above referenced project.

It is proposed that our fee for the performance of any inspection or testing services be determined on a unit charge basis in accordance with the enclosed Schedule of Services and Fees for Construction Quality Control. Based on our review of the project plans and our conversation with the contractor regarding the anticipated services, we have estimated that the total cost of testing services will be on the order of \$3,893.00. Please note that this is only an estimate, and all services will be billed in accordance with the attached fee schedule.

Thank you for the opportunity to offer our services. We look forward to working with you on this project.

Very truly yours,

ALT & WITZIG ENGINEERING, INC.

Mike Rose
Sr. Project Manager

Enclosure

Offices:

Cincinnati • Columbus, Ohio
Indianapolis • Evansville • Terre Haute • Fort Wayne • Lafayette •
Merrillville, Indiana

***Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services***

COST ESTIMATE

CAT Park All-Inclusive Sports Field **Lafayette, Indiana**

PROOFROLL INSPECTION OF FIELD SUBGRADE:	Est. 1 Trip (3 hours per trip) @ \$259 / Trip =	\$259.00
COMPACTION TESTING OF GRADE-RAISE FILL:	Est. 1 Trip (3 hours per trip) @ \$187 / Trip =	\$187.00
FOUNDATION SOILS TESTING:	Est. 3 Trips (3 hours per trip) @ \$184 / Trip =	\$552.00
CONCRETE TESTING:	Est. 10 Trips (3 hours per trip) @ \$122 / Trip =	\$1,220.00
CONCRETE CYLINDERS:	Est. 50 Cyls @ \$12 / Each =	\$600.00
SOIL PROCTORS:	Est. 1 Proctors @ \$185 / Each =	\$185.00
CYLINDER PICKUPS:	Est. 10 Trips @ \$43 / Trip =	\$430.00
PROJECT MANAGEMENT:	Est. 4 Hours @ \$115 / Hour =	\$460.00
TOTAL COST ESTIMATE		\$3,893.00

Alt & Witzig Engineering, Inc.
Fee Schedule
Construction Materials Testing and Inspection

Professional Services	Unit Price	Unit
Engineering Technician		
Regular Time	\$ 39.50	Hour
Overtime	\$ 59.00	Hour
Structural Steel/NDT Inspector, Level II		
Half-Day (up to 4 hours on-site)	\$850.00	Half-Day
Full Day (4 to 8 hours on-site)	\$1,550.00	Full-Day
Sr. Project Manager	\$115.00	Hour
Project Manager	\$ 85.00	Hour
Mileage	\$ 0.68	Mile
Laboratory Testing Services	Unit Price	Unit
Concrete Cylinders (C31/C39)	\$ 12.00	Each
Grout & Mortar Tests	\$ 18.00	Each
Standard Proctor (D698)	\$165.00	Each
Modified Proctor (D1557)	\$185.00	Each
Sieve Analysis		
Washed	\$ 99.00	Each
Not Washed	\$ 99.00	Each
Equipment Fees	Unit Price	Unit
Nuclear Density Machine	\$ 65.00	Day
Housel Penetrometer	\$ 62.00	Day

A one-day notice is preferred for scheduling field services. Hourly services are portal-to-portal, \$0.68/mile from our Lafayette, Indiana office. A 3-hour minimum will apply to all visits made to the site (not applicable to cylinder pick-ups). Invoices will be submitted once a month for services performed during the prior month. The normal workday is 7:30 a.m. to 5:00 p.m., overtime rates will be applicable for services performed outside of these hours, over 8 hours per day within this period, and on Saturdays, Sundays, and holidays.

CITY OF LAFAYETTE, INDIANA
STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS

1. **Billing.** Services may be billed monthly for the hours and costs expended during that period.
2. **Employment.** During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.
3. **Ownership of Documents.** All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.
4. **Insurance.** The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:
 - A. General Liability (including automobile) – combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.
 - B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.
 - C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.
 - D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.
5. **Successors and Assigns.** Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.
6. **Termination of Agreement.** The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

14. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of the Agreement.

15. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

16. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of the Agreement.

17. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

18. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

19. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2022.

Gary Henriott, President

Cindy Murray, member

Norm Childress, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____